

SATISH SHETTY

Plaintiff & Party In Interest

4351 La Barca Drive,

Tarzana, CA 91356

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**UNITED STATES BANKRUPTCY COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

In re:

ADINA ZAHARESCU,

Debtor and Debtor in Possession

Bankruptcy Court Case Number:

1:11-bk-11362-MT

Adversary Case Number:

1:13-ap-01028-MT

SATISH SHETTY,

Plaintiff,

Vs.

ADINA ZAHARESCU; ADINA
ZAHARESCU, As Trustee for La Barca
Irrevocable Trust; DEUTSCHE BANK
NATIONAL TRUST COMPANY, N.A., as
Trustee for Asset-Backed Pass-Through
Certificates Series 2004-FR1, AMERIQUEST
MORTGAGE COMPANY, a Delaware
corporation; LITTON LOAN SERVICING,
LP, a California limited partnership; OCWEN
FINANCIAL SERVICES, INC., a Florida
corporation; OCWEN LOAN SERVICING,
LLC, a Florida limited liability Company;
QUALITY LOAN SERVICING, CORP., a
California Corporation; AMERIQUEST
MORTGAGE SECURITIES INC. ASSET
BACKED PASS-THROUGH
CERTIFICATES SERIES 2004-FR1, a
New York Trust; THE GOLDMAN SACHS
GROUP INC.; LSIT TITLE COMPANY;
BROWN AND ASSOCIATES, a Professional
Law Corporation; LAURA BURSEY, an
individual; AND DOES 1 to 10,

Defendants.

Chapter 11.

PLAINTIFF'S RESPONSE TO REPLY TO
PLAINTIFF'S OPPOSITION TO LSI TITLE
COMPANY'S MOTION TO DISMISS
ADVERSARY COMPLAINT AND
REQUEST FOR JUDICIAL NOTICE OF
DOCUMENTS AND FACTS CONTAINED
THEREIN

Date: May 30 2013.

Time: 1:00 p.m.

Ctrm: 302

1 On May 24, 2013 almost seven days before the continued hearing on May 30, 2013, Plaintiff
2 received a document titled 'REPLY TO PLAINTIFF'S OPPOSITION TO LSI TITLE
3 COMPANY'S MOTION TO DISMISS ADVERSARY COMPLAINT" that contained factual
4 misrepresentations of Plaintiff's complaint and opposition to LSI Title Company's motion to
5 dismiss adversary complaint.
6

7 The factual misrepresentations are as follows:

- 8 1. That plaintiff alleged in his complaint ¶ 52 that defendant LSI prepared a Settlement
9 statement on behalf of Ameriquest is false because LSI charged the debtor (not to
10 "Ameriquest") fees as follows as a part of closing cost: See RJN: Exhibit "A" attached
11 hereto.
12

13 a. Settlement fee:	\$150.00	Line item:	1101
14 b. Doc. Preparation fee:	\$75.00	Line item:	1104
15 c. Express mail:	\$21.00	Line item:	1107
16 d. Title Insurance fee:	\$1,920.00	Line item:	1108
17 e. Extra check charge:	\$ 40.00	Line item:	1111

- 18
19 2. While admitting that an actual controversy exists by and between the Plaintiff, the debtor
20 and/or the co-defendants who are claiming title to the property defendant LSI Title
21 Company disclaims any controversy because it claims to have no interest or title in
22 plaintiff's property. LSI does not deny that it provided a lender's coverage-ALTA loan
23 policy (10-17-92) w/Form 1 Cov. \$ 600,000 to the co defendants and provided title
24 insurance to the debtor at the time of closing of the purported loan transaction.
25
26 3. LSI Title Company has provided Title Insurance to the debtor based upon its own
27 participation in the purported debt transaction by and between the defendants and the
28

1 debtor. This very title is a subject of a controversy in which LSI has played an integral
2 role in a civil conspiracy by and between the defendants when it caused to be prepared
3 false instruments and documents and then recorded them in the office of the County
4 Recorder for the County of Los Angeles, and in which it has reaped fees and profits.
5 Plaintiff will prove at trial this has been a pattern and practice in several hundreds (if not
6 thousands) of similar transactions as will be evidenced by documents recorded by them in
7 the official records. Plaintiff will provide names of victims and addresses and
8 foreclosures based upon similar documents filed which may subject LSI Title Company
9 and other defendants to a class action lawsuit and which is not contemplated by plaintiff's
10 complaint at this time. Thus LSI's claim that plaintiff failed to state a claim for
11 Cancellation of Written instruments just cannot withstand the scrutiny of this court.
12

13
14 4. That plaintiff does not allege Deceit and Fraud with sufficient particularity to withstand
15 LSI's Motion to dismiss is false because Plaintiff's complaint sufficiently alleges
16 *"Whenever reference is made in this Complaint to any act of any Defendant(s), that allegation*
17 *shall mean that each Defendant acted individually and jointly with the other Defendants"* See
18 Complaint ¶s 25 through 28.
19

20 5. That the unjust enrichment claim fails because Plaintiff has not demonstrated how LSI was
21 unjustly enriched at plaintiff's detriment cannot stand for the same reasons as is enumerated in
22 clause 4 above in addition to the factual allegations contained in plaintiff's complaint which is
23 incorporated herein by reference.
24

25 6. That unlawful business activities and accounting claim fails because plaintiff has not
26 demonstrated that he has adequately pleaded that LSI is a proper defendant cannot stand because
27 LSI Title Company was the **Settlement Agent** in this fraudulent transaction and is responsible for
28 receiving and disbursing funds to proper parties including paying off plaintiff's loan to the proper

1 party. Further Plaintiff's complaint sufficiently alleges "*Whenever reference is made in this*
2 *Complaint to any act of any Defendant(s), that allegation shall mean that each Defendant acted*
3 *individually and jointly with the other Defendants*" See Complaint ¶'s 25 through 28.

- 4 7. Finally, Plaintiff does not and has never challenged any securitization of his own loan or
5 that of the debtor's debt instruments. Thus any reference to the fact that Plaintiff is not an
6 investor or a party to a Pooling and Servicing agreement is an argument that is not
7 relevant and moot. Plaintiff has sufficiently alleged that that there is not loan made to the
8 debtor but a conversion of his own loan disguised to that of the debtor. LSI TITE
9 COMPANY and other defendants and co defendants have not any time denied this
10 material fact. LSI TITLE COMPANY'S consistent reference to their argument is simply
11 designed to mislead and deceive this court and an attempt to defraud and defile this court
12 and its integrity.
13
14

15 **REQUEST FOR JUDICIAL NOTICE**

16 Plaintiff and Party In Interest SATISH SHETTY, representing himself, hereby request that the
17 Court, pursuant to Rule 201 of the Federal Rules of Evidence, take judicial notice of the
18 following documents prepared by Escrow and Settlement Agent LSI Title Company.
19

- 20 1. A true and correct copy of a Settlement statement provided by LSI Title Company
21 showing a settlement charge of \$50,864.70 to the borrower. "**Exhibit A**" attached hereto.
22 2. A true and correct copy of a Settlement Statement provided by Litton Loan Servicing
23 pursuant to a "Qualified Written Request" which will show a settlement charge to the
24 borrower of \$28,920.44. A true and correct of copy of the Settlement statement optional
25 form for transactions without sellers is attached hereto as **Exhibit "B"**.
26

27 It must be judicially noticed at this time that there was no seller in this transaction as it
28 was a purportedly refinance transaction wherein title was caused to be unlawfully and without

1 plaintiff's consent, transferred by the defendants and the plaintiff did not authorize LSI TITLE
2 COMPANY for any payoff to any existing lender or entity.

3 Dated: May 24, 2013

Respectfully Submitted,

4
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6 

7 Satish Shetty.
8 (Plaintiff & Party In Interest)
9 4351 La Barca Drive,
10 Tarzana, CA 91356.
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EXHIBIT “A”



2550 Redhill Avenue • Santa Ana, CA 92705
(800) 756-3524 • FAX () -

Mrs. Adina Zaharescu
4351 La Barca Drive
Tarzana, CA 91356

DATE: March 12, 2004
ESCROW NO: 50000475-JAB
PROPERTY ADDRESS:
4351 La Barca Drive, Tarzana, CA 91356

The above referenced escrow has closed as of this date. The following items are enclosed:

- FINAL HUD
- FINAL CLOSING STATEMENT
- PROCEED- WIRE TO WELLS FARGO BANK
- ADDITIONAL CHECK'S

Any documents other than those listed above to which you are entitled will follow under separate cover.

We trust that this transaction has been handled to your satisfaction and that we may have the pleasure of serving you again in the future.

Sincerely,

Jackie A. Burchell
Escrow Officer
(800) 756-3524

VJ

enclosure(s)

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT		Page 8 of 12		OMB No. 2502-0265	
LSI, A Fidelity National Financial Company		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins			
		4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins			
		6. ESCROW NUMBER: 50000475-JAB		7. LOAN NUMBER: 0070968862	
		8. MORTGAGE INSURANCE NUMBER:			
NOTE: THIS FORM IS FURNISHED TO GIVE YOU A STATEMENT OF THE ACTUAL SETTLEMENT COSTS. AMOUNTS PAID TO AND BY THE SETTLEMENT AGENT ARE SHOWN. ITEMS MARKED "(P.O.C.)" WERE PAID OUTSIDE OF THE CLOSING; THEY ARE SHOWN HERE FOR INFORMATIONAL PURPOSES AND ARE NOT INCLUDED IN THE TOTALS.					
D. NAME OF BORROWER: Adina Zaharescu 4351 La Barca Drive Tarzana, CA 91356		E. NAME OF SELLER:		F. NAME OF LENDER: Ameriquist - Amc5706 17785 Center Court Drive, #310 Cerritos, CA 90703	
G. PROPERTY LOCATION: 4351 La Barca Drive Tarzana, CA 91356		H. SETTLEMENT AGENT: LSI, A Fidelity National Financial Company PLACE OF SETTLEMENT: 2550 Redhill Avenue Santa Ana, CA 92705		I. SETTLEMENT DATE: 03/12/2004	

J. SUMMARY OF BORROWER'S TRANSACTIONS		K. SUMMARY OF SELLER'S TRANSACTIONS	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	50,864.70	403.	
104. Payoff To Titon Loan Servicing LP-TX	515,305.37	404.	
105.		405.	
Adjustments: Items Paid by Seller in Advance		Adjustments: Items Paid by Seller in Advance	
106. City/Town Taxes		406. City/Town Taxes	
107. County Taxes		407. County Taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
117.		417.	
118.		418.	
120. GROSS AMOUNT DUE FROM BORROWER	566,170.07	420. GROSS AMOUNT DUE TO SELLER	0.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money		501. Excess deposit (see inst.)	
202. Principal Amount of New Loan(s)	600,000.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504.	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments: Items Unpaid by Seller		Adjustments: Items Unpaid by Seller	
210. City/Town taxes		510. City/Town Taxes	
211. County Taxes		511. County Taxes	
212.		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	600,000.00	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER	0.00
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT FROM/TO SELLER	
301. Gross amount due from borrower (line 120)	566,170.07	601. Gross amount due to seller (line 420)	0.00
302. Less amounts paid by/for borrower (line 220)	600,000.00	602. Less reduction in amount due seller (ln 520)	0.00
303. CASH / FROM/ (XX TO) BORROWER	33,829.93	603. CASH / FROM/ (TO) SELLER	0.00

L. SETTLEMENT STATEMENT		PAID FROM BORROWER'S FUNDS AT SETTLEMENT		PAID FROM SELLER'S FUNDS AT SETTLEMENT	
700. TOTAL SALES/BROKER'S COMMISSION based on price \$					
Division of Commission (line 700) as follows:					
701.					
702.					
703.					
704.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee					
802. Loan Discount		24,756.00			
803. Appraisal Fee					
804. Credit Report					
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee					
807. Tax Service Fee		70.00			
808. Loan Processing Fee		626.00			
809. Notary Fee Paid to Patricia Gabriola		150.00			
810. Flood Certification Fee		16.00			
811. Administration Fee		239.00			
812. Application Fee		360.00			
813.					
814.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Int at \$116.71 per day fr 02/26/04 to 03/01/04		466.84			
902. Mortgage Insurance Premium					
903.					
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance months @ \$ per month					
1002. Mortgage Insurance months @ \$ per month					
1003. City property taxes months @ \$ per month					
1004. County property taxes months @ \$ per month					
1005. Annual assessments months @ \$ per month					
1006.					
1007.					
1008.					
1100. ESCROW AND TITLE CHARGES					
1101. Settlement or closing fee to LSI, A Fidelity National Financial Company		150.00			
1102. Abstract or Title Search					
1103. Title Examination					
1104. Title Insurance Binder					
1105. Doc Prep Fees		75.00			
1106. Notary fees					
1107. Express Mail		21.00			
1108. Title Insurance LSI, A Fidelity National Title Company		1,920.00			
1109. Lender's coverage - ALTA Loan Policy (10-17-92) w/Form 1 Cov. \$ 600,000.00					
1110. Owner's coverage \$0.00					
1111. Extra Check Charge		40.00			
1112.					
1113.					
1114.					
1115.					
1116.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$ 100.00 Mortgage \$100.00 Releases \$0.00		200.00			
1202. City/County tax/stamps 0.00 Mortgage \$					
1203. State Tax/stamps: Deed \$ 0.00 Mortgage \$					
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey					
1302. Pest Inspection to					
1303. Los Angeles County Tax Collector (CA) for 1st half 2003-2004 taxes		3,458.85			
1304. Los Angeles County Tax Collector (CA) for Tax Default		7,145.01			
1305. FNB OMAHA		7,182.00			
1306. Wells Fargo Bank		1,033.00			
1307. First USA Bank		745.00			
1308. Mercedes Benz Credit		2,211.00			
1309.					
1310.					
1311.					
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)		50,864.70		0.00	

EXHIBIT “B”

4351 LA BARCA DRIVE TARZANA, CA 91356

Property Location: (if different from above)

4351 LA BARCA DRIVE, TARZANA, CA 91356

Name & Address of Lender:
 Ameriquest Mortgage Company
 17785 Center Court Drive, #310
 Cerritos, CA 90703

Settlement Agent:
 CT-LSI-A FIDELITY NATL FINANCIAL CO.

Place of Settlement: 2550 N REDHILL AVENUE SANTA ANA, CA 92705

L Settlement Charges

800. Items Payable in Connection with Loan

801. Loan origination fee % to	
802. Loan discount 4.126 % to Ameriquest Mortgage Company	\$24,756.00
803. Apprs/Prop Val to AMC	\$350.00
804. Credit report to	
805. Inspection fee to	
806.	
807.	
808. Yield Spread Premium to	
809.	
810. Tax Related Service Fee to Ameriquest Mortgage	\$70.00
811. Flood Search Fee to Ameriquest Mortgage Company	\$16.00
812. Lenders Processing Fee to Ameriquest Mortgage	\$526.00
813. Admin to Ameriquest Mortgage Company	\$239.00
814. Doc. Prep. Fee to	
815. Credit Report Fee to	
816. Origination Fee % to	
817. Application Fee to Ameriquest Mortgage Company	\$360.00
818. Underwriting Fee to	
819. Service Provider Fee to	
820. Processing Fee to	
821. Underwriting Fee to	
822. Appraisal Fee to	

900. Items Required by Lender to be Paid in Advance

901. Interest from 02/28/2004 to 03/01/2004 @ \$116.71 per day	\$486.84
902. Mortgage Insurance premium for months to	
903. Hazard Ins prem to	\$0.00
904. Flood Ins prem to	
1000. Reserves Deposited with Lender	
1001. Hazard Insurance months @ \$ per month	
1002. Mortgage Insurance months @ \$ per month	
1003. Earthquake Ins months @ \$ per month	
1004. County prop. taxes months @ \$ per month	
1005. Annual assess. months @ \$ per month	
1006. Flood months @ \$ per month	
1007. Windstorm Ins months @ \$ per month	
1008.	
1100. Title Charges	
1101. Settlement or closing fee to	
1102. Abstract or title search to	
1103. Title examination to	
1104. Title insurance binder to	
1105. Document preparation to	
1106. Notary fees to PATRICIA GABRIOLA	\$150.00
1107. Attorney's fees to	
1108. Title Insurance to CT-LSI-A FIDELITY NATL	\$1,386.80
1109. Lender's coverage	\$1,386.80
1110. Owner's coverage \$	
1111. Settlement/Disbursement fee to	
1112. Escrow Fee to CT-LSI-A FIDELITY NATL	\$325.00

1200. Government Recording and Transfer Charges

1201. Recording fees	\$175.00
1202. City/county tax/stamps	
1203. State tax/ stamps	
1204. State specific fee	
1205. State specific fee	
1300. Additional Settlement Charges	
1301. Demand to	
1302. Post inspection to	
1303. Survey Fee	
1304. Staff Appraiser Fee	
1305. Reconveyance Fee to	
1306.	
1307. Property Val Fee to	
1308. Courier Fee	

1400. Total Settlement Charges (enter on line 1602) \$28,920.44

Borrower(s) Signature(s):

X

Approved for Funding By:

Approved:

Branch: Cerritos, CA 90703

Loan Number: 0070968862 - 5706
 Settlement Date: Estimated 02/26/2004

M. Disbursement to Others

1501. FNB OMAHA (W)	\$7,182.00
1502. WELLS FARGO BANK (W)	\$1,033.00
1503. FIRST DATA (W)	\$908.00
1504. LITTON LOAN SERVICIN (W)	\$488,600.00
1505. FIRST USA BANK N A (W)	\$745.00
1506. MERCEDES BENZ CR DCFS (W)	\$2,211.00
1507. DELINQUENT TAXES (W)	\$3,458.85
1508. DELINQUENT TAXES (W)	\$7,058.53
1509.	
1510.	
1511.	
1512.	
1513.	
1514.	
1515.	
1520. TOTAL DISBURSED (enter on line 1603)	\$511,196.38

Total Wire: \$572,986.18



000000709688620305170201

N. NET SETTLEMENT

1600. Loan Amount	600,000.00
1601. Plus Cash/Check from Borrower	
1602. Minus Total Settlement Charges (line 1400)	\$28,920.44
1603. Minus Total Disbursements to Others (line 1520)	\$511,196.38
1604. Equals Disbursements to Borrower (after expiration of any applicable rescission period)	\$59,883.18

PROOF OF SERVICE

I the undersigned, declare:

I am over the age of 18 years and not a party to the above-entitled matter.

My business address is 20631 Ventura Boulevard, #301, Woodland Hills, California 91364.

On May 24, 2013, I served the within "PLAINTIFF'S RESPONSE TO REPLY TO PLAINTIFF'S OPPOSITION TO LSI TITLE COMPANY'S MOTION TO DISMISS ADVERSARY COMPLAINT AND REQUEST FOR JUDICIAL NOTICE OF DOCUMENTS AND FACTS CONTAINED THEREIN " in this matter on each of the parties indicated herein in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Mail in Los Angeles, California addressed as follows:


TO: 7009 0820 0000 7569 3486

1. LSI TITLE COMPANY

Represented by:

S. Christian Stouder
Krsto Mijanovic
Annette F. Mijanovic
HAIGHT BROWN & BONESTEEL LLP
555 South Flower Street,
Forty-Fifth Floor,
Los Angeles, CA 90071

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on May 24, 2013, in Woodland Hills, California.


Adrian Zaharescu
Declarant.